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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/676,365	09/29/2000	Arnold N. Blinn	MSFT-0208/150665.1	2197
41505	7590	10/05/2005	EXAMINER	
WOODCOCK WASHBURN LLP ONE LIBERTY PLACE - 46TH FLOOR PHILADELPHIA, PA 19103			ABEL JALIL, NEVEEN	
			ART UNIT	PAPER NUMBER
			2165	

DATE MAILED: 10/05/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/676,365

Applicant(s)

BLINN ET AL

Examiner

Neveen Abel-Jalil

Art Unit

2165

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 July 2005.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 6-12 and 25-31 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 6-12 and 25-31 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Remarks

1. The Request for Reconsideration filed on July 8, 2005 has been received and entered. Claims 6-12 and 25-31 are pending.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 6-8, 10, 12, 25-27, 29, 31 are rejected under 35 U.S.C. 103(a) as being unpatentable over Arlen, H. Gray (herein Arlen) *TeleZoo.com gives boost to Telecom/IT*, 10/5/1999 in view of Tenorio et al. (U.S. Patent No. 6,708,161 B2).

As to claim 6, Arlen discloses a method comprising:

(a) hosting, on a server, a database of specification data of products of a plurality of different manufacturers (See Arlen page 4, paragraph 3), the product specification data in the database being arranged in predefined product (See Arlen page 3, paragraph 3);

(c) providing an interface for use by product manufacturers for entry of new product specification data into the database and for modifying existing product specification data in the database, the interface requiring each manufacturer to use a same schema when entering or

modifying product specification data in a particular product (See Arlen page 3, paragraph 5, wherein “interface” reads on “portal”, also see Arlen page 3, paragraph 7);

(d) in exchange for remuneration from a given manufacturer, providing that manufacturer with access to the interface and to its respective product specification data in the database for use outside of the database and charging each manufacturer desiring to have access to the database a fee for such access (See Arlen page 3, paragraphs 7-10, also see Arlen page 2, paragraph 7).

Arlen does not teach (b) defining, for each product class, a schema for the entry of specification data of products in that product class; predefined product classes.

Tenorio et al. teaches (b) defining, for each product class, a schema for the entry of specification data of products in that product class; predefined product classes (See Tenorio et al. column 8, lines 5-39, also see Tenorio et al. column 2, lines 29-41, and see Tenorio et al. column 7, lines 31-54, also see Tenorio et al. column 15, lines 8-39)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have modified Arlen to include (b) defining, for each product class, a schema for the entry of specification data of products in that product class; predefined product classes.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have modified Arlen by the teaching of Tenorio et al. to include (b) defining, for each product class, a schema for the entry of specification data of products in that product class; predefined product classes because object oriented databases and product organization by classes are well known in the art to provide organization and efficient database storage.

As to claims 7, and 26, Arlen as modified discloses wherein the fee is in the form of a monetary payment (See Arlen page 2, paragraph 6, wherein “monetary payment” reads on “revenue stream”).

As to claims 8, and 27, Arlen as modified discloses wherein the fee comprises a one-time fee (See Arlen page 2, paragraph 7, wherein “one-time fee” reads on “fee paid by vendors”).

As to claims 10, and 29, Arlen as modified discloses wherein the fee is based on usage of the database by the manufacturer (See Arlen page 2, paragraphs 7-8).

As to claims 12, and 31, Arlen as modified discloses wherein the fee for a given manufacturer is based on the number of times that the manufacturer accesses the database to retrieve product specification data (See Arlen page 2, paragraph 7, wherein “is based on the number of times” reads on “fee based on transaction”).

As to claim 25, Arlen discloses a system for enabling an entity to serve as an application service provider with respect to product specification data of a plurality of manufacturers (See Arlen page 4, paragraph 3), the components comprising:

a database of specifications of products of the plurality of different manufacturers (See Arlen page 4, paragraph 3), the product specifications in the database being arranged in predefined product (See Arlen page 3, paragraph 3), and

an interface for use by the plurality of manufacturers for the entry of specifications of products in a given product (See Arlen page 3, paragraph 5, wherein “interface” reads on “portal”, also see Arlen page 3, paragraph 7).

the interface further permitting each manufacturer that provides remuneration to the entity to access its respective product specification data in the database for use outside of the database and wherein the remuneration required for access to the database comprises a fee paid by each manufacturer (See Arlen page 3, paragraphs 7-10, also see Arlen page 2, paragraph 7).

Arlen does not teach there being defined, for each product class, a schema for the entry of specifications of products in that product class, the interface requiring each manufacturer to use the defined schema for a given product class when entering product specification data for products in that class.

Tenorio et al. teaches there being defined, for each product class, a schema for the entry of specifications of products in that product class, the interface requiring each manufacturer to use the defined schema for a given product class when entering product specification data for products in that class (See Tenorio et al. column 8, lines 5-39, also see Tenorio et al. column 2, lines 29-41, and see Tenorio et al. column 7, lines 31-54, also see Tenorio et al. column 15, lines 8-39)

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have modified Arlen to include there being defined, for each product class, a schema for the entry of specifications of products in that product class, the interface requiring each manufacturer to use the defined schema for a given product class when entering product specification data for products in that class.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have modified Arlen by the teaching of Tenorio et al. to include there being defined, for each product class, a schema for the entry of specifications of products in that product class, the interface requiring each manufacturer to use the defined schema for a given product class when entering product specification data for products in that class because object oriented databases and product organization by classes are well known in the art to provide organization and efficient database storage.

4. Claims 9, 11, 28, and 30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Arlen, H. Gray (herein Arlen) *TeleZoo.com gives boost to Telecom/IT, 10/5/1999* in view of Tenorio et al. (U.S. Patent No. 6,708,161 B2) as applied to claims 6-8, 10, 12, 25-27, 29, 31 above, and further in view of Shear (U.S. Patent No. 5,410,598).

As to claims 9, and 28, Arlen as modified still does not teach wherein the fee comprises a periodically recurring fee.

Shear teaches wherein the fee comprises a periodically recurring fee (See Shear column 3, lines 18-45, also see Shear column 19, lines 20-38).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have further modified Arlen as modified to include wherein the fee comprises a periodically recurring fee.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have further modified Arlen as modified by the teaching of Shear to include

wherein the fee comprises a periodically recurring fee because it allows for business-to-business resell of resell products or equipment thereby maximizing utility and maximizing profit.

As to claims 11, and 30, Arlen as modified still does not disclose wherein the fee for a given manufacturer is based on the volume of product information stored in the database by that manufacturer.

Shear teaches wherein the fee for a given manufacturer is based on the volume of product information stored in the database by that manufacturer (See Shear column 6, lines 17-60, also see Shear column 19, lines 20-38, also see column 3, lines 18-45).

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have further modified Arlen as modified to include wherein the fee for a given manufacturer is based on the volume of product information stored in the database by that manufacturer.

It would have been obvious to one of ordinary skill in the art at the time the invention was made to have further modified Arlen as modified by the teaching of Shear to include wherein the fee for a given manufacturer is based on the volume of product information stored in the database by that manufacturer because it allows for business-to-business resell of resell products or equipment thereby maximizing utility and maximizing profit.

Response to Arguments

5. Applicant's arguments filed on July 8, 2005 have been fully considered but they are not persuasive.

In response to applicant's argument that "Arlen does not teach or suggest that manufacturers are required to use the same schema when entering or modifying product specification data in a particular product class" is acknowledged but not deemed to be persuasive.

The Examiner maintains that Arlen indeed discloses standardized product database on page 3, paragraphs 3-5. The portal is used to edit, add, or modify products while maintain the standards ascribed by the database. The back-end work that TeleZoo provides is the uniform product re-entry (including technical lexicon and features) once received, from the variant businesses, into the database that is eventually presentable in easily accessible and uniform matter through the portal (using its own website as an e-commerce site for multitude of customers).

In response to applicant's argument that "Arlen teaches away from the current invention" is respectfully considered but is not deemed to be persuasive.

The Examiner's response is that Arlen clearly states the limitation in the reference cited and whether Arlen uses the technology in the same manner as the applicant or not is not the intention here but instead the fact that Arlen teaches such method to exist in itself reads on the limitation of the claim.

"Arguments that the alleged anticipatory prior art is nonanalogous art' or teaches away from the invention' or is not recognized as solving the problem solved by the claimed invention, [are] not germane' to a rejection under section 102." *Twin Disc, Inc. v. United States*, 231 USPQ

417, 424 (Cl. Ct. 1986) (quoting *In re Self*, 671 F.2d 1344, 213 USPQ 1, 7 (CCPA 1982)). >See also *State Contracting & Eng'g Corp. v. Condotte America, Inc.*, 346 F.3d 1057, 1068, 68 USPQ2d 1481, 1488 (Fed. Cir. 2003) (The question of whether a reference is analogous art is not relevant to whether that reference anticipates. A reference may be directed to an entirely different problem than the one addressed by the inventor, or may be from an entirely different field of endeavor than that of the claimed invention, yet the reference is still anticipatory if it explicitly or inherently discloses every limitation recited in the claims.).

A reference is no less anticipatory if, after disclosing the invention, the reference then disparages it. The question whether a reference "teaches away" from the invention is inapplicable to an anticipation analysis. *Celeritas Technologies Ltd. v. Rockwell International Corp.*, 150 F.3d 1354, 1361, 47 USPQ2d 1516, 1522-23 (Fed. Cir. 1998) (The prior art was held to anticipate the claims even though it taught away from the claimed invention. "The fact that a modem with a single carrier data signal is shown to be less than optimal does not vitiate the fact that it is disclosed."). See also *Atlas Powder Co. v. IRECO, Inc.*, 190 F.3d 1342, 1349, 51 USPQ2d 1943, 1948 (Fed. Cir. 1999) (Claimed composition was anticipated by prior art reference that inherently met claim limitation of "sufficient aeration" even though reference taught away from air entrapment or purposeful aeration.).

In response to applicant's argument that "Tenorio et al. does not teach or suggest that that a schema is defined for each GUID in order to teach the limitation which hosts, on a server, a database of specification data of products of a plurality of different manufacturers as recited in claim 6" is acknowledged but not deemed to be persuasive.

The Examiner maintains that the combination of Arlen with the teachings of Tenorio et al. discloses the argued limitation. Tenorio et al. clearly states in column 7, lines 10-30, that a translation takes place to convert the data into a uniform format used by GCD in addition seller may create and modify databases to conform with a uniform standard. In column 7, lines 1-9, Tenorio et al. does explain that GUID is unique per object (i.e. product class) across global location. GUID's are stored in multiple industry schemas as disclosed in Tenorio et al. column 8, lines 17-39, thereby can be obviously and easily applied to one standard uniform schema method disclosed by Arlen.

Conclusion

6. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the mailing date of this final action.

7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Neveen Abel-Jalil whose telephone number is 571-272-4074. The examiner can normally be reached on 8:30AM-5:30PM EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeffrey A. Gaffin can be reached on 571-272-4146. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Neveen Abel-Jalil
October 2, 2005


JEFFREY GAFFIN
SUPERVISORY PATENT EXAMINER
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